

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

DELGARDO SCOTT,

CIVIL DIVISION

Plaintiff,
V.

Docket No.:

STARBUCKS CORPORATION,
a Washington Corporation, and
JOHN DOE,

Defendants.

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

apessos law, llc



G. Christopher Apessos, Esq

COMPLAINT IN CIVIL ACTION

Filed on behalf of plaintiffs.

Counsel of Record for these parties:

G. Christopher Apessos, Esquire
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JURY TRIAL IS DEMANDED



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NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by an attorney and by filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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Allegheny County Bar Association
Koppers Bldg., Suite 400
436 Seventh Avenue
Pittsburgh, PA 15219
412-261-0518

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COMPLAINT

Plaintiff, Delgado Scott, by and through his attorneys, G. Christopher Apessos, Esquire, and Apessos Law, LLC, complains as follows:

1. Plaintiff, Delgado Scott, is an adult individual who resides in Allegheny County at 3835 Hiawatha Street, Apartment A, Pittsburgh, Pennsylvania 15212.
2. Defendant, Starbucks Corporation, is a Washington corporation that has corporate offices located at 2401 Utah Ave. S., S-CR1, Seattle, Washington 98134.
3. Defendant, John Doe, is an adult individual who resides in the Commonwealth of Pennsylvania, whose exact name and address are unknown to the plaintiff, however it is believed and therefore averred that a/an Starbucks Corporation employee(s) know the identify and whereabouts of this defendant.
4. The defendant, Starbucks Corporation, operates multiple retail coffee outlets throughout the Commonwealth and more specifically, in Allegheny County at One Oxford Center, 301 Grant Street, Unit R-105, Pittsburgh, Pennsylvania 15219.
5. On Friday December 31, 2019, at approximately 7:30 a.m., plaintiff was a business invitee on the defendants' premises identified in paragraph three (3).

6. On that date, an employee of defendant, Starbucks Corporation, provided a homeless individual, the defendant John Doe, with a cup of water for the purpose of providing hydration to a dog in the possession and custody of the John Doe defendant.

7. The defendant Doe took the dog to the restroom in the retail space of the Starbuck's outlet and provided water to the dog while there.

8. As the defendant, Starbucks Corporation would anticipate, the dog lapped water and from the container and much of which was caused to spill onto the tile floor of the restroom, causing a slipping hazard to anyone using the restroom including the plaintiff.

9. Soon after the defendant, John Doe's animal spilled the water onto the bathroom floor, plaintiff entered the restroom and slipped on the water hazard created by the defendants, causing him to fall violently onto the floor.

10. As a direct and proximate result of the fall, plaintiff sustained the following injuries, some or all of which are or may be permanent:

- a. Right shoulder torn rotator cuff requiring surgical repair;
- b. Contusions, abrasions, strains and sprains of the right hand, wrist, arm and shoulder;
- c. Right lower back pain;
- d. Right rib pain; and
- e. Possible serious injuries to be proven at time of arbitration or trial.

11. As a direct and proximate result of the negligence of defendants, the plaintiff sustained the following damages, some or all of which are or may be permanent:

- a. He has endured, and will continue to endure great pain, suffering, inconvenience, embarrassment, mental anguish, monetary expenditures for the care of his injury, and emotional and psychological trauma.
- b. He has been, and will be required to, expend large sums of money for medical treatment and care, medical supplies, rehabilitation and therapeutic treatment,

medicines and other attendant services.

- c. He has suffered from a past wage loss and may in the future suffer from a diminished earning capacity;
- d. His general health, strength and vitality have been impaired; and
- e. He has been and will in the future be unable to enjoy various pleasures of life that he previously enjoyed.

COUNT I
Delgado Scott v. Starbucks Corporation
NEGLIGENCE

- 12. All preceding paragraphs of this complaint are incorporated by reference.
- 13. Plaintiff's injuries and damages were a direct and proximate result of defendant's negligence in the following particulars:

- a. Causing and permitting the dangerous, hazardous, unsafe and defective condition to exist on the premises for an unreasonable period of time;
- b. In providing a premises that was unsafe for use;
- c. In designing, constructing, and maintaining the premises in such a manner that invitees were at risk of injury;
- d. In failing to warn users, including the Plaintiff, regarding the dangerous, hazardous, unsafe and defective condition of the premises;
- e. In failing to altogether eliminate the dangerous, hazardous, unsafe and defective condition from the premises;
- f. In failing to cordon off the dangerous condition or otherwise prevent invitees of the premises from traversing through the dangerous, hazardous, unsafe and defective condition;
- g. In negligently designing, constructing, maintaining and operating the premises such that Plaintiff was caused to fall;
- h. In failing to timely, properly, or regularly inspect the premises for defects; and
- i. In failing to remove, repair or cordon off the unsafe condition on the premises.

WHEREFORE, plaintiff demands for judgment against defendant in an amount in excess of the jurisdictional limits for compulsory arbitration, together with court costs, interest and all other relief the Court may deem just and equitable.

COUNT II
Delgado Scott v. John Doe
NEGLIGENCE

14. All preceding paragraphs of this complaint are incorporated by reference.
15. Plaintiff's injuries and damages were a direct and proximate result of defendant's negligence in the following particulars:
 - a. Causing and permitting the dangerous, hazardous, unsafe and defective condition to exist on the premises for an unreasonable period of time;
 - b. In providing a premises that was unsafe for use;
 - c. In designing, constructing, and maintaining the premises in such a manner that invitees were at risk of injury;
 - d. In failing to warn users, including the Plaintiff, regarding the dangerous, hazardous, unsafe and defective condition of the premises;
 - e. In failing to altogether eliminate the dangerous, hazardous, unsafe and defective condition from the premises;
 - f. In failing to cordon off the dangerous condition or otherwise prevent invitees of the premises from traversing through the dangerous, hazardous, unsafe and defective condition;
 - g. In negligently designing, constructing, maintaining and operating the premises such that Plaintiff was caused to fall;
 - h. In failing to timely, properly, or regularly inspect the premises for defects; and
 - i. In failing to remove, repair or cordon off the unsafe condition on the premises.

WHEREFORE, plaintiff demands for judgment against defendant in an amount in excess of the jurisdictional limits for compulsory arbitration, together with court costs, interest and all other relief the Court may deem just and equitable.

Respectfully submitted,

apessos law, llc

G. Christopher Apessos

G. Christopher Apessos

Attorney for plaintiffs

VERIFICATION

I, Delgado Scott, being duly sworn according to law, depose and say that the facts contained in the foregoing Complaint in Civil Action are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Signature: 

Delgado Scott (Dec 3, 2021 05:43 EST)

Email: delgardoscottjr@yahoo.com

APESSOS LAW - COMPLAINT WITH VERIFICATION - E-SIGN

Final Audit Report

2021-12-03

Created:	2021-12-02
By:	Mathew Kennedy (matt.apessoslaw@gmail.com)
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-  Document created by Mathew Kennedy (matt.apessoslaw@gmail.com)
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